

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMERICAN STEAMSHIP OWNERS MUTUAL
PROTECTION AND INDEMNITY ASSOCIATION, INC.,

Plaintiff,

-against-

ALCOA STEAMSHIP CO., INC., et al.,

Defendants.

04 Civ. 04309 (LAK)(JCF)
(ECF CASE)

DECLARATION OF LISA A. BAUER

Lisa A. Bauer, an attorney duly admitted to practice law in the State of New York, affirms under penalty of perjury as follows:

1. I am an associate of the firm Proskauer Rose LLP (“Proskauer”), in New York. As counsel to defendant Tecomar, S.A. de C. V. f/k/a and s/h/a Tecomar, S.A. (“Tecomar”). I am familiar with the facts relevant to this motion.
2. I submit this affirmation pursuant to Local Civil Rule 1.4 in support of Proskauer Rose’s motion for leave to withdraw as counsel for Tecomar in this action on the grounds that with respect to the insurance years of its membership in the American Club, Tecomar has stipulated to be irrevocably bound (a) by the final decisions of this Court, after appeals, with respect to the claims and defenses of all parties adjudicated in this action, or in the alternative (b) by the terms of any final settlement agreement entered into by all of the defendants which have actively prosecuted their claims and defenses in this action and which settlement terminates this action. (*See* Ex. 1, so ordered on October 21, 2005).

3. The stipulation further states that Tecomar will be bound by any judgment or settlement in the New York proceedings only proportionally to Tecomar's percentage of premiums paid to the American Club and only with regard to the years that Tecomar was a member of the American Club (1981-1988). Unless otherwise requested, in writing, Tecomar need not make further appearance or serve or file any additional pleadings, and Tecomar's failure to do so will not be deemed a default. Also, Tecomar may be deleted from all service lists and no pleadings or notices need be served by any party upon Tecomar. However, Tecomar has agreed to respond to discovery served upon it by any other party to this actions, reserving all proper objections thereto it may have.
4. All counsel in this action were notified regarding the stipulation and notice of motion to withdraw as co-counsel; and to date, no objections have been received.
5. Tecomar consents to this withdrawal by Proskauer because it no longer wishes to incur legal fees related to this action and sees no need for outside representation in accordance with the terms of the stipulation.
6. No prior application for the same or similar relief sought herein has been made to this or any other court.

WHEREFORE, Proskauer respectfully requests that the instant application to withdraw as co-counsel for Tecomar be granted in all respects and for such other and further relief as this court may deem necessary, just and proper.

November 7, 2005
New York, New York

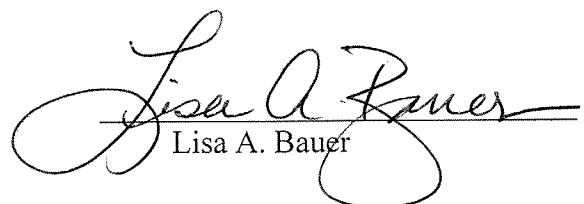
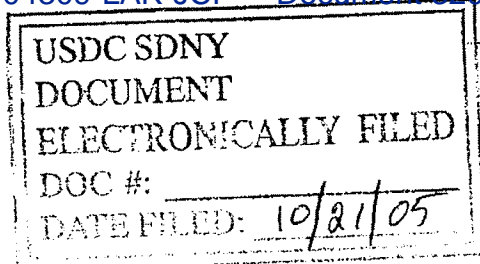

Lisa A. Bauer

Exhibit 1



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMERICAN STEAMSHIP OWNERS MUTUAL
PROTECTION AND INDEMNITY
ASSOCIATION, INC.,

04 Civ. 04309 (LAK) (JCF)

Plaintiff,

-against-

ALCOA STEAMSHIP CO., INC. and the Other
Entities Listed on Exhibit A to Second Amended
Complaint,

Defendants.

STIPULATION BY
TECOMAR, S.A. de C.V.
TO BE BOUND
BY THE FINAL
DECISIONS OF THIS
COURT OR THE FINAL
SETTLEMENT OF THE
PARTIES

IT IS HEREBY STIPULATED AND AGREED by and between plaintiff, American Steamship Owners Mutual Protection and Indemnity Association, Inc. (the "American Club") and defendant, Tecomar, S.A. de C. V. f/k/a and s/h/a Tecomar, S.A. ("Tecomar"), through their respective counsel, as follows:

1. Tecomar was a member of the American Club in various Insurance Years before February 20, 1989.

2. In consideration of the following provisions, and solely with respect to the insurance years of its membership in the American Club, Tecomar hereby agrees to be irrevocably bound (a) by the final decisions of this Court, after appeals, if any, with respect to the claims and defenses of all parties adjudicated in this action, or, in the alternative (b) by the terms of any final settlement agreement entered into by all of the defendants which have actively prosecuted their claims and defenses in this action and which settlement terminates this action.

3. Tecomar will be bound by any judgment or settlement in the New York proceedings only proportionally to Tecomar's percentage of premiums paid to the

American Club and only with regard to the years that Tecomar was a member of the American Club (1981-1988).

4. Unless otherwise requested, in writing, Tecomar need not make a further appearance herein or serve or file any additional pleadings, and Tecomar's failure to do so will not be deemed a default.

5. Tecomar may be deleted from all service lists herein and no pleadings or notices need be served by any party upon Tecomar.

6. Tecomar agrees to respond to discovery served upon it by any other party to this action, reserving all proper objections thereto it may have.


7. Tecomar will be notified of the final resolution of this action.

8. Tecomar agrees that this Court has personal jurisdiction over it in this action and that this Stipulation may be enforced against it by this Court.

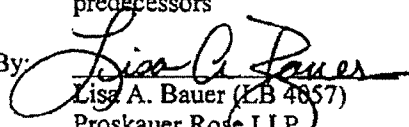
9. All defendants who have appeared in this action have been given notice of this Stipulation and an opportunity to object thereto; and to date, no objections have been received.

Dated: October 10, 2005
New York, New York


American Steamship Owners Mutual
Protection & Indemnity Assoc., Inc.

By: 
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Tecomar, S.A. de C.V., on
behalf of itself and its
predecessors

By: 
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SO ORDERED:



U.S.D.J.
10/21/05